

**STATE OF ARIZONA**  
**Department of Health Services**  
**NOTICE OF INVITATION FOR BID**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
1740 West Adams Street  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

<b>SOLICITATION NUMBER:</b>	HB961208		
<b>SOLICITATION DUE DATE/TIME:</b>	February 10, 2009 at 3:00 pm Local Time		
<b>SUBMITTAL LOCATION:</b>	Arizona Department of Health Services Office of Procurement 1740 West Adams Street, Room 303 Phoenix, Arizona 85007		
<b>DESCRIPTION:</b>	Education Materials		
<b>PRE-OFFER CONFERENCE:</b>	January 30, 2009	2:00 pm	1740 W. Adams Street Conference Room #309 Phoenix, Arizona 85007
	Date	Time	Location

In accordance with A.R.S. § 41-2534, competitive sealed bids for the services specified will be received by the Arizona Department of Health Services (ADHS) at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Bidder will be publicly read. To obtain a copy or review the solicitation, go to [www.azdhs.gov](http://www.azdhs.gov) and click on the Quick Links Procurement site. Please check periodically for any updates to the above solicitation. It is the responsibility of the supplier/Bidder to routinely check the ADHS web site for Solicitation Amendments.

Offers must be in the actual possession of the ADHS on or prior to the time and date, and at the location indicated above. Late Offers will not be considered.

Offers must be submitted in a sealed envelope or package with the solicitation number and the Bidder's name and address clearly indicated on the envelope or package. All Offers must be completed in ink or typewritten. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Solicitation Contact Person:**

Rebecca O'Brien

Arizona Department of Health Services

(602) 364-2116

E-mail: [obrienr@azdhs.gov](mailto:obrienr@azdhs.gov)

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**A. Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Bidder to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means Offer, bid or quotation.
8. *"Bidder"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Offers ("IFB"), a Request for Bids ("IFB"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

**B. Inquiries**

1. **Duty to Examine.** It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Bidders should raise any questions about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

**C. Offer Preparation**

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for bids or invitations for Offers.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Bidder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions.
  - 4.1 All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
  - 4.2 Invitation for Offers. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - 4.3 Request for Bids. All exceptions that are contained in the Offer may negatively affect the State's bid evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An Offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Bidder shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Bidder the cost of responding to a Solicitation.

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7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Bidders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
10. Employee Identification. Bidder agrees to provide an employee identification number or social security number to the ADHS for the purposes of reporting to appropriate taxing authorities, monies paid by the ADHS under this Contract. If the federal identifier of the Bidder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
11. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing Offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
12. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Bidder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - 13.1 Special Terms and Conditions;
  - 13.2 Uniform Terms and Conditions;
  - 13.3 Statement or Scope of Work;
  - 13.4 Specifications;
  - 13.5 Attachments;
  - 13.6 Exhibits;
  - 13.7 Special Instructions to Bidders;
  - 13.8 Uniform Instructions to Bidders.
  - 13.9 Other documents referenced or included in the Solicitation.
14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

### **D. Submission of Offer**

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Bidder and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by

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the State. If a Bidder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official Contract form, the Bidder certifies that:
  - 4.1 The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - 4.2 The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

### **E. Evaluation**

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
5. Offer Acceptance Period. A Bidder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Bids, an Bidder shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
  - 6.1 Waive any minor informality;
  - 6.2 Reject any and all Offers or portions thereof; or
  - 6.3 Cancel the Solicitation.

### **F. Award**

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Bidder is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official Contract form, unless another date is specifically stated in the Contract.

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**G. Protests**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;  
and
5. The form of relief requested.

**H. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Instructions to Bidders and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007

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**A. PRE-BID CONFERENCE**

Prospective Bidders are invited to attend a Pre-bid Conference. The date, time and location of this conference are indicated on the solicitation cover sheet. The purpose of this conference will be to clarify the contents of this request for bids in order to prevent any misunderstanding of the ADHS's position. Any doubt as to the requirements of this Invitation for Bids (IFB) or any apparent omission or discrepancy should be presented to the ADHS at this conference. The ADHS will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for bids. Oral statements or instructions shall not constitute an amendment to this request for bids.

**B. BID OPENING**

Bids shall be opened publicly at the time and place designated on the cover page of this document. The name of each Bidder and price shall be read publicly and recorded. Bids will not be subject to public inspection until after Contract award.

**C. EVALUATION CRITERIA**

In accordance with the A.R.S. § 41-2533, Competitive Sealed Bidding, awards shall be made to the responsible and responsive Bidder whose bid meets the requirements and evaluation criteria set forth herein.

1. Cost

**D. MULTIPLE AWARDS**

In order to assure that any ensuing Contracts will allow the State to fulfill current and future requirements, the State reserves the right to award Contracts to multiple companies or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to the State.. The actual utilization of any Contract will be at the sole discretion of the State. The fact that the State may make multiple awards should be taken into consideration by each potential Contractor.

**E. BID FORMAT**

One (1) original and three (3) copies of each Bid shall be submitted to the Arizona Department of Health Services Procurement Office on the forms and in the format specified in the Invitation for Bid (IFB).

The original copy of the bid should be clearly labeled "ORIGINAL". The material should be in sequence and related to the Invitation for Bid. (IFB) The Arizona Department of Health Services shall not provide any reimbursement for the cost of developing or presenting bids in response to this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's bid.

**F. FEDERAL IMMIGRATION AND NATIONALITY ACT**

By submission of the bid, the Bidder warrants that both they and all proposed Subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance. The Bidder shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the bid not being considered for Contract award.

**G. REQUIRED INFORMATION**

The following items shall be submitted with each bid. Failure to include all of the items may result in bid being rejected.

1. Offer and Acceptance



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2. Price Sheet

**H. CONFIDENTIAL INFORMATION**

If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact shall accompany the submission, and the information shall be so identified wherever it appears.

The information identified by the person as confidential shall not be disclosed until the director makes a written determination.

**I. PAYMENT DISCOUNTS**

Bidder must indicate prompt payment terms in the areas provided on the Price Sheet. Bidder may also elect to waive printing setup fees. Those who wish to do so shall note this on the solicitation Price Sheet section entitled, "Other Fees and Discounts".

**J. ESTIMATED QUANTITIES**

This solicitation references quantities as a general indication of the needs of the State. The State anticipates considerable activity resulting from any Contract that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential Contractor.

**K. CATALOG OR PRICE LIST DISCOUNTS**

The bidder is to provide prices based on a percent discount off of a referenced manufacturer's price list. A copy of the referenced price list and the applicable catalog(s) in URL form may be requested.

**L. WRITTEN QUESTIONS**

All questions regarding this solicitation shall be submitted in writing no later than seven (7) calendar days prior to the IFB due date to:

Arizona Department of Health Services  
Rebecca O'Brien, Sr. Procurement Specialist  
1740 W. Adams, Room 303  
Phoenix, AZ 85007  
Email Address: [obrienr@azdhs.gov](mailto:obrienr@azdhs.gov)

# UNIFORM TERMS AND CONDITIONS

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**A. Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires the Bidder to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
12. *"State"* means the State of Arizona and ADHS or Agency of the State that executes the Contract.
13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

**B Contract Interpretation**

1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.1 Special Terms and Conditions;
  - 3.2 Uniform Terms and Conditions;

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- 3.3 Statement or Scope of Work;
  - 3.4 Specifications;
  - 3.5 Attachments;
  - 3.6 Exhibits; and
  - 3.7 Documents referenced or included in the Solicitation.
- 4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
  - 5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
  - 6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
  - 7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**C. Contract Administration and Operation**

- 1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
9. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related Subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its Subcontractor(s). Contractor, on behalf of itself and any Subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its Subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this Contract.

**D. Costs and Payments**

1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
3. Applicable Taxes.
  - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3.3 Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 5.1 Accept a decrease in price Offered by the Contractor;

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5.2 Cancel the Contract;

5.3 Cancel the Contract and re-solicit the requirements.

**E. Contract Changes**

1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**F. Risk and Liability**

1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
2. Indemnification
  - 2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this Contract agree that the State of Arizona, its' Departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this Contract is responsible for its' own negligence.
  - 2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
4. Force Majeure.
  - 4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure

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includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

4.2 Force Majeure shall not include the following occurrences:

4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

4.2.2 Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

4.2.3 Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

### **G. Warranties**

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

2.1 Of a quality to pass without objection in the trade under the Contract description;

2.2 Fit for the intended purposes for which the materials are used;

2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

2.4 Adequately contained, packaged and marked as the Contract may require; and

2.5 Conform to the written promises or affirmations of fact made by the Contractor.

3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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5. Year 2000.

- 5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

6. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7. Survival of Rights and Obligations after Contract Expiration or Termination.

- 7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**H. State's Contractual Remedies**

1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
2. Stop Work Order.
- 2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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- 2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**I. Contract Termination**

1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Contractor.
3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a Contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractor of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
5. Termination for Default.
  - 5.1 In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory



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progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**J. Contract Claims**

All Contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

- K. Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

**L. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 104, Phoenix, Arizona, 85007.

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**A. PURPOSE**

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a Contract for the materials or services as listed herein.

**B. TERM OF CONTRACT (3 Years)**

The term of any resultant Contract shall commence upon award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

**C. CONTRACT EXTENSION 5 YEAR MAXIMUM**

The Contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

**D. CONTRACT TYPE**

☒ Fixed Price

**E. LICENSES**

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

**F. INFORMATION DISCLOSURE**

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

**G. KEY PERSONNEL**

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

**H. PRICE ADJUSTMENT**

Contractor prices accepted and subsequently awarded by a Contract in response to this solicitation shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The Office of Procurement will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested. Any price adjustment, if approved, will be effective upon execution of a written Contract amendment.

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**I. NON-EXCLUSIVE CONTRACT**

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

**J. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

**K. ORDER PROCESS**

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and Contractual remedies available to the state inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

**L. DELIVERY**

The Contractor shall ship orders to the designated Agency or Department, as listed on a Purchase Order, prepaid with inside delivery and invoice the State for the shipping cost and the handling charges, if applicable.

The Contractor shall provide the monthly shipping and inventory reports to the Arizona Department of Health Services, Procurement Office.

The Contractor shall be responsible for all ADHS owned property stored at the Contractor's facility until delivery to ADHS.

**M. SHIPMENT IDENTIFICATION**

Cartons shipped shall be identified with a batch or lot number and purchase order number on the outside of the carton. ADHS reserves the right to randomly sample shipments received and reject any shipment that does not meet specifications.

**N. RETURN OF GOODS UPON TERMINATION FOR DEFAULT**

In addition to the terms and conditions of the Uniform Terms and Conditions, Article 5, Termination for Default, section 5.2, the following shall apply:

The Contractor shall not be obligated to release any and all rights to and return materials to the extent they contain Contractor's own proprietary intellectual property, including without limitation, Contractor's trademarks, copyrights, patent rights, or trade secrets which are owned by or licensed to the Contractor (Contractor's Proprietary Intellectual Property). If the Contractor's Proprietary Intellectual Property can be removed from the materials using reasonable commercial efforts, Contractor shall so remove its Proprietary Intellectual Property and give the State the materials minus the Contractor's Proprietary Intellectual Property.

**O. ORIGINAL ARTWORK**

All originals, limited to ADHS Logo and/or Program name and address, if any, provided to the Contractor by the State and used in the production of printing for the State shall remain and/or become the property of the State of Arizona and shall be delivered to the ordering agency, together with the printed material. The Contractor shall not be obligated to release any and all rights in and return such materials to the extent they contain Contractor's own proprietary intellectual property. If the Contractor's Proprietary Intellectual Property can be removed from the materials using reasonable commercial efforts, Contractor shall so remove its Proprietary Intellectual Property and give the State the materials minus the Contractor's Proprietary Intellectual Property. In addition, all returned

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artwork, paste-ups, negatives and magnetic media shall be in reusable condition and any damage shall be considered the responsibility of the Contractor.

### **P. DISPOSTION OF PRINT PRODUCTION MEDIA**

All originals, limited to ADHS Logo and/or Program name and address, used in the production of printing for the State shall remain and/or become the property of the State of Arizona and shall be delivered to the ordering agency, together with the printed material. The Contractor shall not be obligated to release any and all rights in and return such materials to the extent they contain Contractor's own proprietary intellectual property. If the Contractor's Proprietary Intellectual Property can be removed from the materials using reasonable commercial efforts, Contractor shall remove its Proprietary Intellectual Property and give the State the materials minus the Contractor's Proprietary Intellectual Property.

### **Q. FOUR COLOR PRINT STANDARDS**

Any four-color process printing, limited to ADHS Logo and/or Program name and address, must be of the highest printing standards. Bleeding of colors, variations from intended color hues, spotting, ghosting and inconsistency in color will not be acceptable.

### **R. CATALOG EXCLUSIONS OR INCLUSIONS**

1. Exclusions: Upon award or during the term of the Contract, the State at its sole discretion, reserves the right to exclude additional products or product categories as determined to be in the State's best interest. Exclusions affected during the term of the Contract shall be done in the form of a Contract amendment, and shall become effective on the date specified in the amendment.
2. Inclusions: Upon award or during the term of the Contract the State, at its sole discretion, reserves the right to include additional products or product categories mutually agreed upon by the Contractor and the State. Pricing shall be the same as current Contract pricing. Approval(s) shall be in the form of a Contract amendment, and shall become effective on the date specified in the amendment.

### **S. CONTRACTOR PERFORMANCE USAGE REPORTS**

Program management shall document vendor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action.

### **T. PAYMENT PROCEDURES**

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring Contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

### **U. FINANCIAL MANAGEMENT**

For all Contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of Contract funds and by the ADHS when performing a Contract audit. Funds

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collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

### **V. INSPECTION AND ACCEPTANCE**

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet Contract standards.

### **W. AUTHORIZATION OF SERVICES**

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

### **X. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-Verify Requirement**

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and Subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or Subcontractor is complying with the warranty under paragraph 1.

### **Y. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by Subcontractors at all tiers.

### **Z. INDEMNIFICATION CLAUSE**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including

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court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the Contractor or Sub-Contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### AA. INSURANCE REQUIREMENTS

Contractor and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or Subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or Subcontractors, and Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form Contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 1.2 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

# SPECIAL TERMS AND CONDITIONS

## SOLICITATION NO: HB961208

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or Subcontractor exempt under A.R.S. 23-901, and when such Contractor or Subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

### 1.3 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.  
Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

3. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room #303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the

<p style="text-align: center;"><b>SPECIAL TERMS AND CONDITIONS</b> <b>SOLICITATION NO: HB961208</b></p>
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insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room #303 and Phoenix, AZ 85007**. The State of Arizona project/Contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all Subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
7. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or Subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or Subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**BB. HEALTH INSUREANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

**CC. PANDEMIC CONTRACTUAL PERFORMANCE**

1. The State shall require a written plan that illustrates how the Contractor shall perform up to Contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
  - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
  - 1.2 Alternative methods to ensure there are products in the supply chain.
  - 1.3 An up to date list of company contacts and organizational chart.



<p style="text-align: center;"><b>SPECIAL TERMS AND CONDITIONS</b> <b>SOLICITATION NO: HB961208</b></p>
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2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
  - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.
  - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
  - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

**DD. ESTIMATED QUANTITIES**

ADHS does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

<div style="text-align: center;"><b>SCOPE OF WORK</b> <b>SOLICITATION NO: HB961208</b></div>
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**A. Background**

The Arizona Department of Health Services (ADHS) provides education and information to large numbers of low-income clients each month. The educational activities are provided through state and local programs. Content of the education and information may include a wide variety of topics such as, but not limited to, general nutrition, physical activity, health and nutrition in pregnancy, breastfeeding, infant feeding, childhood obesity prevention, senior or adult nutrition, chronic disease prevention and treatment, or other health-related topics. Teaching resources are needed for use with individuals and groups, for staff training, and for waiting rooms and clinic areas. These teaching resources are typically existing products produced for mass distribution. The addition of ADHS identifying information may be needed on some items. To most effectively utilize funds provided for obtaining these teaching resources, the ADHS seeks to establish Contracts for the purchase of teaching resources and is requesting Bids from authorized providers for these materials to be available on an as needed basis.

**B. Objective**

To establish contracts to purchase education materials for use by local agencies for the benefit of ADHS program participants.

**C. Scope of Work**

Bidder shall have the equipment and personnel necessary to provide the required products, and be able to begin Contract services upon Contract award.

1. The Contractor shall provide a comprehensive selection of products and pricing through established catalogs and brochures. Pricing for these items shall be based on a single fixed discount percent (%) from catalog and brochure price lists.
2. Health-related teaching resources shall include but not be limited to, any of the following types of items:
  - 2.1 Printed materials such as pamphlets, booklets, posters, books for clients, or other materials;
  - 2.2 Reference books and staff training resources such as textbooks, resource books, multimedia training items such as DVDs/videos/software, curriculum or training course materials, or other staff training items;
  - 2.3 Teaching tools such as table-top or bulletin board displays, hands-on items including educational toys or manipulatives, active play items such as balls, parachutes, and games, educational reinforcement items for clients with a nutrition or health message, multimedia items for clients, or other items for use in client education; and
  - 2.4 Waiting room/clinic furniture or displays such as hands-on activity walls, table units with teaching activities, murals, child-size chairs and tables, bookcases, kitchen play equipment, or other items.
3. Nutrition Education Materials shall reflect recommendations of:
  - 3.1 2005 Dietary Guidelines;
  - 3.2 MyPyramid, including but not limited to, MyPyramid for Adults, Kids, Pregnancy/Breastfeeding, or Preschoolers;
  - 3.3 Fruits and Veggies – More Matters®;
  - 3.4 Federal Agencies, including but not limited to, the United States Department of Agriculture, Food and Drug Administration, Centers for Disease Control, National Institutes of Health, or other federal agency;
  - 3.5 National Voluntary Health Organizations, including but not limited to, the American Heart Association, American Cancer Society, American Diabetes Association, or La Leche League;

<p style="text-align: center;"><b>SCOPE OF WORK</b> <b>SOLICITATION NO: HB961208</b></p>
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3.6 Societies or Associations of Health Professionals, including but not limited to, the American Dietetic Association, American Academy of Pediatrics, American College of Obstetricians and Gynecologists, American Public Health Association, National WIC Association, or other organization of health professionals; or

3.7 Other Evidence-Based Health, Physical Activity or Nutrition Content.

4. Catalog and brochure price lists shall be available in either or both electronic (web-based) and/or hardcopy formats.
5. Resources and materials shall be safe, lead free and nontoxic for children and infants.
6. Reading materials shall be written at fourth grade level appropriate for low literacy adults.
7. Print materials for senior clients should be available in large print versions.
8. Children's books shall be geared for ages two (2) to five (5) years old.
9. Reading materials shall be available in English, Spanish, or other languages if applicable and as specified at the time of order.
10. Active play items shall be in a variety of products that are determined to be safe and durable; manufactured with nontoxic paints; certified to not be a choking hazard; and are appropriate for children under the age of five (5), when requested.
11. Some items may include the option of adding an imprint of the agency name, logo, program contact, address, and/or phone number. Items to be provided do not include custom design of materials, original graphics, or printing of materials created by or for ADHS.
12. All materials shall have specific education related information. The Contractor shall have written authorization from any organization to utilize and provide materials and products with specific logos that are copyright or trademark protected. Examples of the items to be purchased may include printed materials, reference books and staff training resources, teaching tools, waiting room or clinic furniture displays, such as, children's tables and chairs, maze tables, and activity rugs with nutrition and/or physical activity messages and/or food pictures on them.
13. All electronic and hardcopy catalog and brochure price lists shall contain the same information and pricing. All costs associated with creation, distribution, management, set up, interface, and delivery of all catalog and brochure price lists shall be borne by the Contractor.
14. End-User Samples: The Contractor shall provide, at each of the ADHS Program user's request, one (1) complete set of samples of items to be furnished. Any cost associated with this service must be fully disclosed by the Bidder.

**E. Requirements**

The Contractor shall:

1. Submit invoices at the time an order ships. Contractor shall retain a copy and provide a copy to the ADHS Program responsible for the order. If the invoice includes freight, the bill of lading must accompany the Contractor's invoice.
2. Have the ability to ship to multiple locations and provide verification of delivery to be submitted with the invoice to the ADHS Program responsible for the order.
2. Provide products at the discount price offered on the Price Sheet and shall perform in accordance with the Contract requirements and terms and conditions contained in this document.

<div style="text-align: center;"><b>SCOPE OF WORK</b> <b>SOLICITATION NO: HB961208</b></div>
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3. Offer a full satisfaction guarantee. Any item that is received in error or in a defective or damaged condition shall be replaced within thirty (30) days at no cost to ADHS. Invoices shall be itemized to clearly show products sent, services provided and any exceptions noted.
4. At it's own expense, locate a similar item and obtain written agreement from the ordering Program, to replace the product, If a product ordered cannot be delivered in the time agreed,
5. Agree to provide all products, materials, staff, facilities and resources necessary to perform the Contract at the price entered by the Contractor.
6. Provide a sales representative, as required, to visit the various agencies that might require their services. The purpose of the visit will be to pick up any original artwork, limited to ADHS Logo and/or Program name and address, discuss the type of style and point sizes, and to provide general assistance, as needed. Dates and times of visits are to be arranged at the mutual convenience of the Contractor and ordering agency.
7. Retain original artwork, limited to ADHS Logo and/or Program name and address, on file for a period of five (5) years.

**F. Deliverables**

The Contractor shall provide the following Items, as required under the Special Terms and Conditions, to the ADHS within ten (10) days of Contract award, and upon request throughout the term of the Contract.

1. Certificate of Liability Insurance;
2. State of Arizona Substitute W-9 Form; and
3. Usage report.

**G. Notices, Correspondence and Reports**

Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Office of Procurement  
1740 W. Adams, Room #303  
Phoenix, Arizona 85007-2602

Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to:  
(Contractor to complete)

Contractor	_____
Attention:	_____
Address	_____
Address	_____
City, State, ZIP	_____
Phone	_____
Fax	_____
Email	_____

<p style="text-align: center;"><b>SCOPE OF WORK</b> <b>SOLICITATION NO: HB961208</b></p>
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Payments from ADHS to the Contractor shall be sent to:  
(Contractor to complete if different from above)

Contractor	_____
Attention:	_____
Address	_____
Address	_____
City, State, ZIP	_____
Phone	_____
Fax	_____
Email	_____

**PRICE SHEET/FEE SCHEDULE**  
**SOLICITATION NO: HB961208**

Catalog or Manufacturer Name	Quantity Price Breaks	Discount %
		_____ %
		_____ %
		_____ %
		_____ %
		_____ %
		_____ %
		_____ %
		_____ %
		_____ %
		_____ %
<b>Other Fees and Discounts</b>		
Description	Type: Fee or Discount	Amount
Addition of ADHS Logo and/or Program name and address (When requested and provided option is available)	Fee	\$ _____
		\$ _____

Prompt Payment discounts are available. Yes / No (Circle one)  
 Invoice prompt payment terms may be discounted \_\_\_\_ % \_\_\_\_ days, net 30 days.

**Please check as many as applicable:**

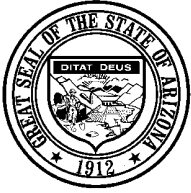
\_\_\_\_ I certify that my company is a Woman-Owned Business Enterprise (WBE).  
 A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_ I certify that my company is a Minority-Owned Business Enterprise (MBE).  
 An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

<p><b>PRICE SHEET/FEE SCHEDULE</b> <b>SOLICITATION NO: HB961208</b></p>
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\_\_\_\_I certify that my company is a Small Business.

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.



# OFFER AND ACCEPTANCE

## SOLICITATION NO: HB961208

**ARIZONA ADHS  
OF HEALTH SERVICES**  
1740 West Adams Street  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Submit this form with an original signature to the:

**Arizona ADHS of Health Services  
Office of Procurement  
1740 West Adams, Room 303  
Phoenix, Arizona 85007**

The Undersigned hereby Offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

In accordance with A.R.S. 35-393.06, the Bidder hereby certifies that the Bidder does not have scrutinized business operations in Iran.

In accordance with A.R.S. 35-391.06, the Bidder hereby certifies that the Bidder does not have any scrutinized business operations in Sudan.

Arizona Transaction (Sales) Privilege Tax License No:

For Clarification of this Offer, Contact:

Federal Employer Identification No:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

### OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: **HB961208**

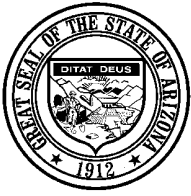
**The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until the Contractor receives an executed purchase order or Contract release document or written notice to proceed, if applicable.**

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER





**EXHIBIT No. 1**  
**for**  
**SOLICITATION NO: HB961208**

**ARIZONA ADHS  
OF HEALTH SERVICES**  
1740 West Adams Street  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

**Sample Usage Report**

QUARTERLY USAGE REPORT

VENDOR: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

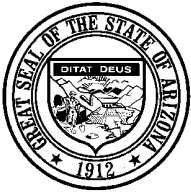
DATES: \_\_\_\_\_ THRU \_\_\_\_\_

\_\_\_\_\_

Program Name and Delivery Location	Item Description	Quantity	Price	Total Price

TOTAL \$ \_\_\_\_\_

NOTE: REFER TO SPECIAL TERMS AND CONDITIONS, **USAGE REPORT**.

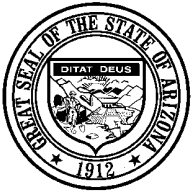


# EXHIBIT No. 2 for SOLICITATION NO: HB961208

**ARIZONA ADHS  
OF HEALTH SERVICES**  
1740 West Adams Street  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

## Examples of Education Materials Purchased

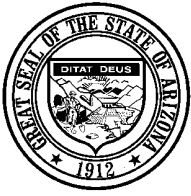
TOPIC	Item Description
Nutritional Education	
	All Our Fruits and Vegetables Story Book
	Discovering Fruits & Veggies: Puppets
	Cool Fuel Kids Cookbook
	TASTE Poster
	More Matters Dangler
	More Matters Stickers
	Rainbow on my plate poster
	More Matters Potholders
	More Matters Assorted Pencils
	Pepo and Lolo and the Red Apple
	Lemons Are Not Red
	Banana
	Food & Nutrition Made Easy
	Recipes Kids Can Cook
	Gary Lapow: Food N' Fund CD
	Groovin' Foods CD
	Smart Fruit and Veggie Songs CD
	Nutrition Activities for Preschoolers
	Eat Smart Nutrition Sticker Mix Up Puzzle
	Eat Smart: The New Pyramid and You! Activity Book
	More Matters Stadium Caps
	More Matters Ruler-Neon Green, Orange and Yellow
	F/V Grocer List Notepad
	Taste Bookmarks
	More Matters Mouse Pad
	More Matters Button
	More Matters Adhesive note pad
	More Matters Measuring Cups
	More Matters Measuring Spoons
	More Matters Magnet
	My Pyramid Poster and Mini-poster (English and Spanish)
	My Pyramid for Kids Poster (English and Spanish)
	Kid's Toothbrushes with "Eat More Fruits and Veggies" imprint
	Growing Vegetable Soup



# **EXHIBIT No. 2** **for** **SOLICITATION NO: HB961208**

**ARIZONA ADHS**  
**OF HEALTH SERVICES**  
 1740 West Adams Street  
 Phoenix, Arizona 85007  
 (602) 542-1040  
 (602) 542-1741 Fax

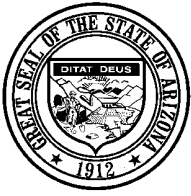
	The Carrot Seed
	Eating the Alphabet
	Pencil Top Fruit Shaped Erasers
	Book bags
	Serve Safe Essentials Book and Exam
	Alphabet/Nutrition/Science Activity Carpet
	Alphabetical Food Table
	"Be a Food Groupie" chair
	Vegetable Maze, Fruit Maze, and Banana Maze Tables
	Web-Handled Parachute 6 ft
	Born to Move
	Farmers' Market Game
	Food N' Fun CD
	Coby Portable Boom Box with CD Player
	The King and The Queen and The Jelly Bean Book
	Bright Futures
	Secrets of Feeding a Health Family
	Soft Edge Feeding Spoons
	Young and Overweight Video
	Let's Eat!
	A Comer!
	Jumbo Chalk
	Green Mesh Bags
	Multi-colored Beach Balls
	4 oz White Bubble Bottles
	Market Tote – For carrying fruits and veggies home from the market
	Celebrate a Healthy Harvest 2 – Recipe Book
	Get Your Freshness Here – Farmers Market Nutrition Program Magnets
	Farmers Market Nutrition Program Stickers
<b>Folic Acid Publications</b>	
	Folic Acid is Good for Me/Folic Acid is Good for Us Pamphlets
	Folic Acid Fact Sheet
	Health Mothers have Healthier Babies with Folic Acid: Emma's Story (English and Spanish)
	Before You Know It (Brochure in English and Spanish)
	Before You Know It Poster (English and Spanish)
	Ready....Not (Brochure and Poster)
	Reducing the Risk of a Neural Tube Birth (card)
	Folic Acid, All Women, Every Day (card) For Women who are thinking about becoming pregnant soon.



# **EXHIBIT No. 2** **for** **SOLICITATION NO: HB961208**

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**OF HEALTH SERVICES**  
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 (602) 542-1040  
 (602) 542-1741 Fax

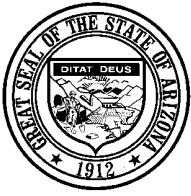
	Blue Before You Know It Poster (English and Spanish)
	"B" Your Best with Folic Acid (fact card)
<b>Nursing / Breastfeeding</b>	
	How Breastfeeding Works Tear Pad (English and Spanish)
	Getting Ready to Breastfeed Tear Pad (English and Spanish)
	Positions for Breastfeeding Tear Pad (English and Spanish)
	Why Should I Breastfeed My Baby? Tear Pad
	Pumping Milk for Your Premature Baby (English and Spanish)
	Breastfeeding Twins, Tear Pad (English and Spanish)
	Breastfeeding During Emergencies Booklet (English and Spanish)
	Breastfeeding Getting Started in 5 Easy Steps Pamphlet (English and Spanish)
	Helpful Hints on Breastfeeding Pamphlet (English and Spanish)
	20 Great Reasons to Breastfeed Pamphlet
	Dad's 10 minute Breastfeeding Guide, booklet (English and Spanish)
	Diaper Diary (English and Spanish)
	Yeast and Sore Nipples (English and Spanish)
	Breastfeeding, Your Guide To A Healthy, Happy Baby
	Signs That Your Baby Is Well Fed and Signs That Your Baby May Not Be Getting Enough To Eat
	Signs That Your Baby Is Positioned Well and Signs That Your Baby Is Positioned Poorly
	Keep Your Baby Safe From SIDS, Do's and Don'ts
	The Scoop On Poop
	Breastfeeding, Keep It Simple
	Breastfeeding Your Baby; Answers to Common Questions
	Relactation and Adoptive Breastfeeding Book
	Ten Tips on Breastfeeding After A C-Section
	Ten Tips on Hand Expressing Breast milk
	Ten Tips on How Families Can Support a Breastfed Baby
	Is Breastfeeding Right For Me?
	Ten Tips on Getting Started with Breastfeeding
	Ten Healthy Habits While Breastfeeding
	Ten Ways to Relax While Breastfeeding
	Ten Tips on Breastfeeding With Pride
	Ten Tips on How Dad Can Help?
	Breastfeeding: A Mothers Gift
	Breastfeeding and the Working Mother
	Breastfeeding: Concerns and Solutions
	Getting Ready to Breastfeed Your Baby
	To the Father of the Breastfed Baby



# EXHIBIT No. 2 for SOLICITATION NO: HB961208

**ARIZONA ADHS  
OF HEALTH SERVICES**  
1740 West Adams Street  
Phoenix, Arizona 85007  
(602) 542-1040  
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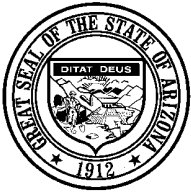
	To the Grandmother of the Breastfed Baby
	You Can Breastfeed Two (or more) Babies
	Visual Guide to Breastfeeding
	Spanish Pocket Guide for Breastfeeding Support
	Nursing Mothers, Working Mothers
	The Nursing Mother's Companion Book
	Relactation and Adoptive Breastfeeding Book
	Breastfeeding Triage Tool Book
	Waking a Sleeping Baby, Tear Pad
	How To Tell When Your Baby is Hungry? Tear Pad
	Getting Ready to Breastfeed, Tear Pad
	Starting a Feeding, Tear Pad
	Breastfeeding Special Gift, Poster
	Breastfeeding; Getting Started in Five Easy Steps
	Helpful Hints on Breastfeeding Chart
	Establishing Your Milk Supply
	Breastfeeding Medicine (Journal)
	Spanish Breastfeeding Glossary
	Summary of Hazards Combination (Parts 1,2, &3)
	Position Paper on Breastfeeding and Work
	Position Paper: HIV (2006)
	Position on Breastfeeding, Breast Milk and Environmental Contaminants
	Infant Feeding Position Paper
	Position on Infant Feeding in Emergencies
	Multi-lingual Breastfeeding Basics & FAQs
	Breastfeeding FAQs: Ask the Experts
	Breastfeeding Comprehensive
	Breastfeeding Handbook for Physicians
	How to Build a Full Milk Supply with a Breast Pump (English and Spanish)
	Storing and Handling Mother's Milk (English and Spanish)
	Sore Nipples and Engorgement (English and Spanish)
	Holding Your Baby and Latching On (English and Spanish)
	Making Milk for Your Baby (English and Spanish)
Heart Disease	
	About Engina
	An Inside Look At Diabetes and Cardiovascular Disease
	An Inside Look At Managing Heart Failure
	An Inside Look At Managing High Blood Pressure
	Cardiac Catherterization



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(602) 542-1040  
(602) 542-1741 Fax

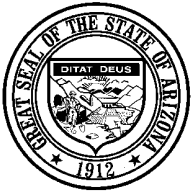
	Controlling High Blood Pressure (English and Spanish)
	Diabetes And Your Heart – What You Need To Know
	GRFW COOKBOOK 2007
	GRFW Magazine Cookbook
	Healing Your Heart; A Self-Care Handbook (English and Spanish)
	Healthy Recipes Kids Love
	Healthy Sour Food Recipes 2007
	Heart Attacks
	Heart Disease – A Story About Alberto and His Family (English and Spanish)
	Heart Disease – What Women Should Know
	Heart Disease And Stroke – Facts For You
	High Blood Pressure – A Story About Ernesto And His Family (English and Spanish)
	High Blood Pressure – Facts For You
	High Blood Pressure – What You Should Know (English and Spanish)
	How You Can Manage Prehypertension; A Self-Care Handbook
	Know The Signs Of Heart Attach And Stroke; A Tips that Stick Info-Card
	Learn About Your Blood Pressure
	Learning To Live With Heart Failure; A Self-Care Handbook
	Living With Coronary Artery Disease; A Self-Care Handbook (English and Spanish)
	Living With High Blood Pressure
	Low-Fat Favorite Recipes
	Low-Salt Favorite Recipes
	Managing Cholesterol – Tips For Heart Health
	Physical Fitness And Your Heart
	Quick and Healthy Favorite Recipes
	Rate Yourself As A Cardiovascular Risk
	Smoking And Your Heart
	Warning Signs: Is It A Heart Attack?
	Your Child's Blood Pressure – Get It Checked!
Diabetes	
	A Close Watch: Intensified management of Type II Diabetes Video
	About Diabetes (English and Spanish)
	An Inside Look At Diabetes and Cardiovascular Disease
	An Inside Look At Managing Diabetes
	An Inside Look At Preventing Diabetes Complications
	Being Active – If You Have Diabetes (English and Spanish)
	Blood Glucose Monitoring; A Pocket Minder® Card
	Blood Glucose Self-Monitoring



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	Call for an Eye Test Today! For People with Diabetes
	Carb Counting; A Reference Guide and Logbook For People With Diabetes (English and Spanish)
	Children and Diabetes – Facts for Parents and Caregivers
	Choose Your Foods: Exchange Lists for Diabetes
	Clinical Care of the Diabetic Foot
	Controlling Diabetes – The Key to Living Well
	Counting Carbohydrates
	Diabesity: The Obesity-Diabetes Epidemic That Threaten American – What We Must Do To Stop It
	Diabetes – A Story About Rosa and Her Family (English and Spanish)
	Diabetes – Facts for Everyone (English and Spanish)
	Diabetes – Learn the Facts
	Diabetes – Take Control! A Launch & Learn™ CD (English and Spanish)
	Diabetes and Exercise
	Diabetes and Your Heart – What You Need to Know
	Diabetes in Clinical Practice
	Diabetes meal Planning; A Self-Care Handbook (English and Spanish)
	Diabetes Nutrition Q&A for Health Professionals
	Diabetes Outcome Cards (English and Spanish)
	Diabetes Prevention – For You and Your Family (English and Spanish)
	Diabetes Risk and Your Weight – Understanding the Connection
	Diabetes Risk Test Brochure, 2005 Edition (English and Spanish)
	Diabetes: Diet, Exercise and Self-Care Video
	Diabetes: You're In Control Video
	Diabetic Emergencies; A Tips That Stick Info-Card (English and Spanish)
	Dining Tips for People with Diabetes; A Pocket Minder® (English and Spanish)
	Gestational Diabetes
	Gestational Diabetes: What To Expect, 5 <sup>th</sup> Edition
	Good Nutrition for People with Diabetes
	Handling Diabetes Emergencies; A Pocket Minder® Card (English and Spanish)
	Help Your Child Manage Diabetes; A Parent's Handbook (English and Spanish)
	Injecting Insulin
	Learning to Live with Diabetes; A Presentation Kit
	Life with Diabetes, 3 <sup>rd</sup> Edition
	Living Your Life with Diabetes; A Self-Care Handbook (English and Spanish)
	Managing Prediabetes; A Self-Care Handbook (English and Spanish)
	Managing Your Child's Diabetes At School – Teaming Up With School Staff
	Prediabetes – A Call for Action (English and Spanish)
	Pre-Diabetes, What is it and what can I do? (English and Spanish)



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	Sweet Kids 2 <sup>nd</sup> Edition
	Taking Care of Diabetes – How Tia Mercedes Helped Enrico (English and Spanish)
	Taking Charge of Diabetes – A Diary (English and Spanish)
	Tracking Your Diabetes; A Logbook
	Women and Diabetes 2 <sup>nd</sup> Edition
	Your Child's Health Weight – For Parents
	Your Diabetes Sick-Day Plan
Miscellaneous	
	Serve Safe Essentials Instructor Complete Toolkit
	Serve Safe Essentials Book with Exam
	4 oz. White Bubble Bottles
	Motivational Interviewing in Health Care